

MAY 12 2 54 PM '04

STATE OF MISSISSIPPI

COUNTY OF DESOTO

47a PG 11
CHANCERY CLERK.EASEMENT AND RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Everett H. Hill and wife, Mary E. Hill, whose address is 1005 Mabry Road, Lake Cormorant, Mississippi 38641, hereinafter referred to as GRANTORS do hereby grant, bargain, sell, convey and deliver unto Mississippi Valley Gas, whose address is 711 West Capitol Street, Jackson, Mississippi 39203-2608 herein referred to as GRANTEE, its successors and assigns an easement and right-of-way to construct, inspect, operate, maintain, repair, replace, and remove one pipeline to be buried a minimum of 48 inches under the ground, over, under and through a strip of land forty five feet (45') in width, during the period of initial pipeline construction provided however, that said easement and right-of-way shall revert to thirty feet (30') subsequent to such construction, repair or maintenance. Said easement and right-of-way being more particularly described on EXHIBIT "A" attached hereto and made a part hereof and is located in, on or under the following described lands situated in DeSoto County, State of Mississippi, to-wit:

That certain parcel of land described in that certain deed dated December 13, 1993, as recorded in Book 265, at Page 414 of the records of the Chancery Clerk of DeSoto County, Mississippi.

The Grantee shall have full right, at its sole option, to clear, and keep clear, the right-of-way herein granted, and all timber, trees, undergrowth, and other obstructions which might interfere with the construction or maintenance of said pipeline and appurtenances, or endanger the same, provided however that Grantor or his assigns shall be compensated for all damages to crops or other agricultural produce occasioned by Grantee's operations.

The Grantee, its successors or assigns are hereby expressly given and granted the right to assign this easement and right-of-way servitude or any part hereto or interest therein.

To have and to hold unto Grantee, its successors and assigns, with full rights of ingress and egress at all times, so long as the rights and easements herein granted, or any of them, shall be used by or useful to, Grantee for the purpose herein granted, with all of such rights being assignable, in whole or in part.

The said Grantors are to fully use and enjoy the said premises, except for the purposes herein granted to the Grantee and provided the said Grantor shall not construct or maintain, nor permit to be constructed or maintained any house, structures, lake, pond or obstructions, on or over, or that will interfere with the construction, maintenance or operation of, any pipeline or appurtenances constructed hereunder, and will not change the grade over such pipeline. It is understood and agreed that no surface facilities shall be located within the easement conveyed hereby without prior written consent by the Grantors herein.

Grantors covenant and warrant that they are the lawful owners of the above described property free and clear of any unstated liens, encumbrances or imperfections and warrant the title to the same. Grantors further warrant that the above described property constitutes no part of their homestead.

The Grantee shall indemnify and hold Grantors harmless from any and all liability which they may incur and any and all losses or damages which they may suffer as a result of the Grantee's exercise of its rights under this easement, including any liability, losses or damages resulting from any personal injury or damage to property arising out of the construction, inspection, operation, maintenance, repair, replacement or removal of the above described pipeline and the removal of any timber, undergrowth or other obstruction on the property which is the subject of this easement, or otherwise.

IN WITNESS WHEREOF, the Grantors herein have executed this conveyance, this the 12th day of May 2004,

GRANTORS:

Everett H. Hill
Everett H. Hill

Mary E. Hill
Mary E. Hill

ACKNOWLEDGMENT

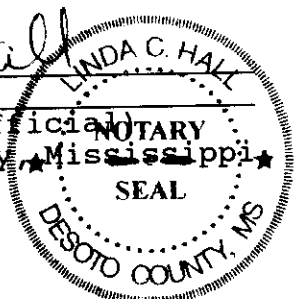
STATE OF MISSISSIPPI

COUNTY OF DeSoto

I hereby certify that on this day before me a Notary Public, duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Everett H. Hill and wife, Mary E. Hill, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that being informed of the contents of the same they voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 12th day of May, 2004.

Linda C. Hall
(Title of Official)
in and for DeSoto County, Mississippi
My Commission Expires: MARCH 12, 2006



My Commission Expires:

This Instrument Prepared by:
Stephen Platt, Attorney at Law
217 West Capitol Street, Suite 105
Jackson, Mississippi 39201
Phone No. 601-352-9111

GRANTOR

Everett H. Hill and wife
Mary E. Hill
1005 Mabry Road
Lake Cormorant, MS 38641
Phone No. 662-429-6894

GRANTEE

Mississippi Valley Gas
711 West Capitol Street
Jackson, Mississippi 39203
Phone No. 601-961-6900

INDEXING INSTRUCTIONS: Index this instrument in the Northwest Quarter (NW/4), Section 36, Township 2 South, Range 9 West, DeSoto County, Mississippi.

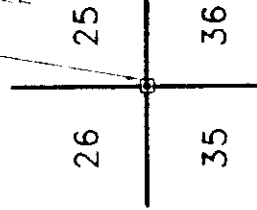
CLASSIFICATION

This survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for class "C" surveys as adopted by the State Board of Registration For Professional Engineers & Land Surveyors.

NOTE: All Bearings Based On Solar Observation.

Date Of Field Survey: February 17-18, 2004

Point of Commencement
Round P.K. Nail
NW Corner, Section 35
T2S-R9W, Desoto Co., MS



TRACT 297-36-5.2

EVERETT H. HILL & WIFE,
MARY E. HILL

493.96 LINEAR FEET
29.94 RODS

30' PERMANENT EASEMENT = 0.34 AC.
15' TEMPORARY EASEMENT = 0.17 AC.
TOTAL = 0.51 AC.

SURVEYORS CERTIFICATE

This is to certify that we have made an actual survey upon the ground of the area delineated on this plat and that the same is true and correct to the best of our knowledge and belief.

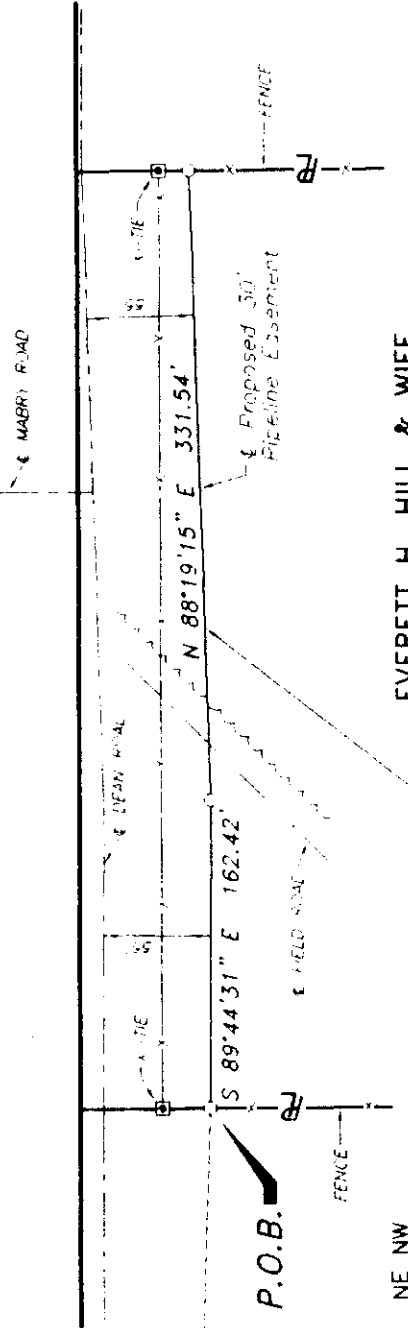
Witness our hands, Registered Land Surveyors, this 23rd day of February 2004.

ENGINEERING SERVICE

#1660

By *Patricia A. Martin*
PATRICIA MARTIN, L.S., #1660
P.O. BOX 4032, JACKSON, MS 39206
PHONE (601) 952-1401

EXHIBIT "A"



EVERETT H. HILL & WIFE,
MARY E. HILL

DEED BOOK 265 PAGE 414

TYPICAL
1"=50'

PERMANENT EASEMENT
PROPOSED 30'
PIPELINE EASEMENT
PERMANENT EASEMENT
TEMPORARY EASEMENT

MISSISSIPPI VALLEY GAS COMPANY

EVERETT H. HILL & WIFE,
MARY E. HILL

SECTION 36, T2S - R9W
DESOTO COUNTY, MISSISSIPPI

BY

ENGINEERING SERVICE - JACKSON, MISSISSIPPI



SCALE IN FEET

FEBRUARY 23, 2004

WV-171